

April 28, 2016

VIA ECFS

Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

RE: WC Docket 10-90
Comments re: Competitive Coverage Challenge
Columbine Telephone Company, Inc., Study Area Code 472295, FRN 0001615095

Dear Ms. Dortch:

Columbine Telephone Company, Inc. ("Columbine") hereby submits its challenge to the competitive coverage data contained in v.2.2 of the Alternative Cost Allocation Model ("A-CAM") for the competitors and related census blocks as shown below.

Columbine has reviewed the relevant June 2015 477 data as filed, summarized and posted on the FCC Wireline Competition Broadband Deployment Data from FCC Form 477 website (<https://www.fcc.gov/general/broadband-deployment-data-fcc-form-477>; State-Level Data (version 2), WY-Fixed – Jun 15 (CSV)) and notes the following discrepancies:

1. By its own filing, wyoming.com does not meet the minimum 10/1 speed threshold and is, therefore, not qualified as an eligible competitor. Any census blocks reported as served by this provider within Columbine's service area should not be deemed ineligible for support.
2. By its own filing, tw telecom provides only business service and is, therefore, not qualified as an eligible competitor. Any census blocks reported as served by this provider within Columbine's service area should not be deemed ineligible for support.
3. GCI Communications, ViaSat, Skycasters and HughesNet are satellite-technology providers and are, therefore, not qualified eligible competitors. Any census blocks reported as served by these providers within Columbine's service area should not be deemed ineligible for support.
4. Direct Communications (SAC 472232) and Fremont Telecommunications (SAC 472222) are neighboring incumbent local exchange carriers (neither

unsubsidized nor competitive to Columbine within its service area) with inadvertent census block overlap into Columbine's service area. Representatives of all companies have reviewed, confirmed and agree that competitive coverage of the reported census blocks should be removed. Fremont's services are business only and, therefore, should not affect eligible location consideration. See Attachment "A" for a certification on behalf of Direct.

5. Concerning the data reported by Digis LLC (also known as Rise Broadband, "Digis/Rise") and the approximately 700 census blocks in which it claims to provide 15/3 fixed wireless service within Columbine's service area, Columbine disputes that data and in support contends:
 - A. Digis/Rise does not provide the threshold 10/1 residential service level throughout the reported census blocks, as advertised. While the attached website screenshot of Digis/Rise services indicates download speeds ranging from 5Mb to 20Mb and varying upload speeds (Attachment "B") and, while it is possible, it is highly unlikely that services rise to the level of 15/3 and can be sustained throughput. As shown on the attached illustration depicting estimated coverage of Digis/Rise service, the large area, the topography and geography lean to a high probability that 15/3 service is not available throughout the census blocks. In fact, Columbine was able to test a consumer's competitive service, finding that the maximum speed was 1.5/1 Mbps (40Ms round-trip). Digis/Rise clearly states: (1) that service may be unavailable, even after service installation, inferring that service may appear to be available, but in reality is not (*See, Service Availability*, <http://risebroadband.com/legal/broadband-internet-terms-and-conditions-of-service/>), and (2) that its "internet packages are advertised as 'up to' certain speeds" (*See, Network Speeds*, <http://risebroadband.com/legal/open-internet-statement-and-policy/>).
 - B. It is questionable that Digis/Rise may be considered a facilities-based provider, where it relies on either microwave or satellite for its traffic backhaul. To the best of Columbine's knowledge, Digis/Rise does not lease any terrestrial-based circuits out of/into the area. In fact, reference is made to Exede-ViaSat internet service terms on its website

(<http://risebroadband.com/legal/broadband-internet-terms-and-conditions-of-service/>).

Exede is a satellite provider of TV and broadband services, per its website (<http://www.exede.com/legal/>) and this reference on Digis/Rise website makes the fixed wireless provider claim highly suspect.

- C. Digis/Rise does not provide voice services within SA 472295; despite voice services advertised on its website as being available (Attachment "B"), Columbine has ported no numbers, ever, to Digis/Rise at a consumer request, nor does it have an existing interconnection agreement with Digis/Rise. Digis/Rise is vague about whether or not voice service is available in the referenced Study Area; its customer representatives stating when contacted and provided local addresses only that a temporary number is provided while porting arrangements are made, which can take anywhere from 20 to 30 days, far in excess of current number portability guidelines. Columbine has researched the LERG and there are no local numbering resources assigned to Digis/Rise or other parties from whom it could reasonably be assumed that Digis/Rise would lease numbering resources. While this in and of itself may not turn the question of broadband service deployment, it undermines the competitive coverage claim, because Digis/Rise is not an unsubsidized competitor, as defined by 47 CFR §54.5 (i.e., it does not provide both residential fixed voice and broadband services), within SA 472295.

For the reasons stated above, locations within the census blocks within Study Area 472295 shown on the attached and reported by Digis/Rise as competitively served should not be deemed ineligible for support.

In the alternative, Columbine requests an extension of time in which to more fully explore the extent of competitive entry within its service area by Digis/Rise and to provide the Commission staff with additional data from which to determine actual competitive coverage.

1. The 477 data set from which Columbine conducted its final review was only released on April 15 and another version released on April 18, 2016 (which Columbine has not yet had an opportunity to review and compare). The time required to review and compare the new data to the prior data is insufficient in order to conduct a comprehensive review.

2. The locations data in the Model are based on 2010 census numbers, and further consideration is required to forecast to 2020 as a measure of ensuring those blocks with 0 locations do not negatively impact Columbine's ability to meet its continuing service deployment obligations.
3. Without concrete and/or location-based data regarding broadband deployment/coverage, Columbine is left to conjecture and surmise if Digis/Rise service deployment and subscribers actually exist by census block in order to arrive at any conclusion. Indeed, as noted by the Commission, while this exercise is not intended to be one of futility, the difficulty in proving a negative reflects that a competitor is much better positioned to show that is the case (Paragraph 130, "USF Reform Order," *See Connect America Fund, et al.*, WC Docket No. 10-90, Report and Order FCC 16-33 (rel. March 30, 2016)).

Columbine respectfully submits that any census blocks reported and presumed to be competitively served and within which locations were excluded from model support calculations by the above-mentioned entities within Columbine's service area should not be ineligible for model support.

Questions concerning the information contained herein should be directed to Ron B. McCue, President/COO at 307-883-6670 or Michelle Motzkus, Legal & Regulatory Administrator at 307-883-6690.

Respectfully submitted,



Ron B. McCue
President and Chief Operations Officer

Enclosures

ATTACHMENT "A"

CERTIFICATION
(inadvertent census block coverage)

Direct Communications-Rockland (SAC 472232), by the undersigned noted below, hereby states and certifies that it does not provide voice or broadband services within census blocks 160819601001283 and 160819601002123 which are located in the service area of Columbine Telephone Company, Inc., SAC 472295.

Dated this 26 day of April, 2016.

Direct Communications-Rockland

By  _____

Its General Manager _____

Residential High Speed Internet (search results) - Rise Broadband

Rise Broadband provides high-speed Internet and digital phone service in 16 states in the Midwest, Rocky Mountain and Southwest regions.

We have Residential pricing for zip code 83422. Call today to see if you qualify for service.

Spring into this new Triple Play offer, plus some extra goodies!

\$99⁹⁴
/Month*

FOR 2 YEARS!

This bundle includes:

- **DISH America's Top 120 Plus!**
(2-Year TV Price Guarantee)
- **High-Speed Internet**
(highest speed available at your home)
- **FREE Managed Wi-Fi Router**
- **FREE Installation**
- **Digital Phone**
(with unlimited domestic long distance)

Call now. Offer ends 4/30/16.

Breakout

20Mb

- Multiple HD Video Streams
 - Online Video
 - Movies
 - Video Chat
- Best for Gaming (4Mb upload)

Add Digital Phone (ActivePhone™) for \$19.95 per month.

Breakout

15Mb

- Multiple HD Video Streams
 - Online Video
 - Movies

- Video Chat
- Best for Gaming (4Mb upload)

Add Digital Phone (ActivePhone™) for \$19.95 per month.

Preferred

10Mb

- Multiple Video Streams
- Better for Gaming (2Mb upload)

Add Digital Phone (ActivePhone™) for \$19.95 per month.

Economy

5Mb

Add Digital Phone (ActivePhone™) for \$19.95 per month.

Whether you live in a suburban or rural area, Rise helps keep you and your family connected with the people and things you value most.

Feel Free to enjoy lightning-fast downloads and quick access to information, entertainment, education and streaming video. Take advantage of our PC Care and Device Connection/Managed Router services to free up your time and help ensure your Internet connection is running at peak performance.

Digital Phone (ActivePhone™)



Our exclusive digital phone (ActivePhone™) service gives you the power to connect AND save. It provides all of the features of traditional residential phone service plus all of the latest features you need to be more productive.

Add ActivePhone™ for \$9.95 with a 2-year wireless Internet service agreement or \$19.95 without a 2-year agreement. Save money on your mobile phone service with ActivePhone™:

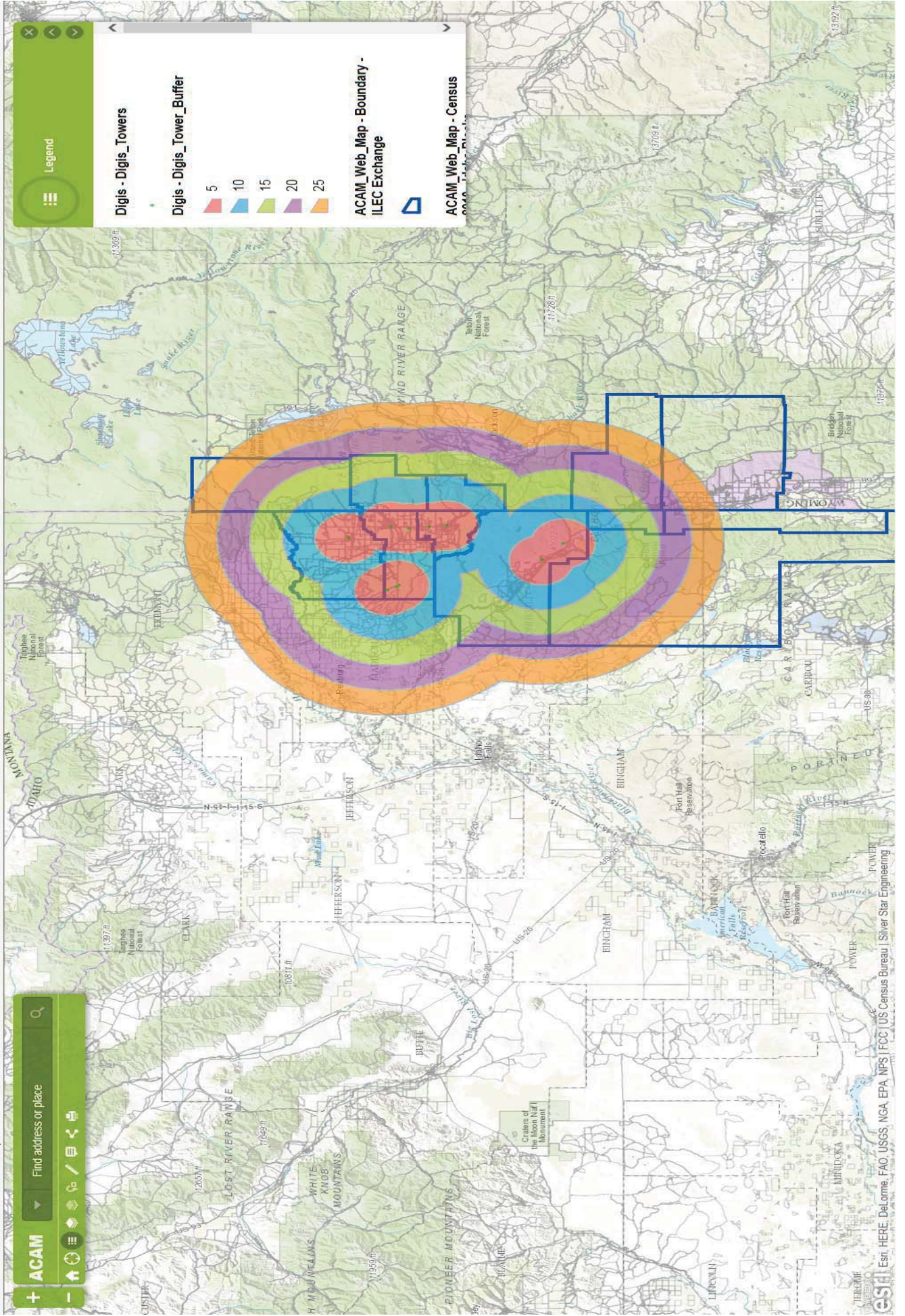
- **Unlimited Domestic Long Distance** – Call anywhere in the US at no additional cost. Save your mobile plan minutes for when you really need them
- **Free International Long Distance** – Call to landlines in 64 countries and mobile phones in 13 countries at no additional cost*
- **Free Multi-Ring** – rings the phones in your home as well as your mobile device with a single phone number, allowing you to reduce mobile minute usage when you are home

- **ActivePhone Messaging** – automatically have your voicemail messages delivered to you via email, or set the service to notify you of new voicemail messages via text message so you can choose how and when to respond to messages
- **Web Based Administration Tools** – view your past calls, find a lost phone number, and configure your service options to meet your specific needs
- ActivePhone™ also comes with all the standard phone features including **call waiting, caller ID with name, 3-way calling, last call return, auto redial, and many more**
- **Active Phone™ includes 911 services** and free number porting, so you can keep your existing phone number*

* Rise Broadband ActivePhone™ requires a Rise Broadband Internet connection. 911 service operates based on registered address. Unlimited long distance calling is for calls made to landlines and mobile phones in the USA. Free International calling is for up to 300 minutes of calls made per line (ActivePhone™ and ActivePhone for Business™) or concurrent call session (Enterprise Cloud PBX™) to landlines in these 64 countries: Andorra, Argentina, Australia, Austria, Bahrain, Belgium, Brazil, Brunei, Bulgaria, Canada, Chile, China, Colombia, Croatia, Cyprus, Czech Republic, Denmark, Dominican Republic, Estonia, Finland, France, Georgia, Germany, Greece, Guadeloupe, Guam, Hong Kong, Hungary, Iceland, India, Indonesia, Iraq, Ireland, Israel, Italy, Japan, Latvia, Luxembourg, Macau, Malaysia, Malta, Mexico, Monaco, Netherlands, New Zealand, Norway, Panama, Peru, Poland, Portugal, Puerto Rico, Romania, Russia, Saipan, San Marino, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, and mobile phones in these 13 countries: Brunei, Canada, China, Guam, Hong Kong, India, Macau, Malaysia, Puerto Rico, Saipan, San Marino, Singapore, South Korea. Alarms, fax, satellite TV and other systems may not be compatible. Rates exclude equipment rental of \$1 to \$6 per line or extension per month, taxes, and fees. Regular number porting, where available, averages 20-30 days. Service not available in all areas.



Check another location.



Broadband Internet Terms and Conditions of Service



ALL RESIDENTIAL SERVICES

Thank you for choosing the RISE BROADBAND for your Internet needs. Once this service order is accepted by RISE BROADBAND, with offices at 61 Inverness Drive East, Ste. 250, Englewood, CO 80112 this Terms and Conditions Agreement and all documents referred to herein will constitute a binding agreement between you ("You", "Customer", "Subscriber") and RISE BROADBAND ("We", "Our", "Us") for Service(s). This Agreement governs both the Service and any Devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection Device ("Device" or "Equipment"), used in conjunction with the Service.

BY USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

RISE BROADBAND RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME BY POSTING CHANGES ONLINE AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF ANY CHANGES. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE IN THE 'SUPPORT' (<http://www.risebroadband.com/support>) AREA TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF SERVICES AFTER CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES.

This Agreement takes effect on the date on which you accept this Agreement and continues until your DIA subscription is terminated either by you or by RISE BROADBAND.

RISE BROADBAND is responsible to provide best-effort Internet connections and voice quality between the RISE BROADBAND provided wireless equipment and our Internet backbone. RISE BROADBAND is not responsible for download speeds from points anywhere further on the World Wide Web, as these are affected by several factors beyond our control. "Best-effort" as used herein is defined as remaining at the speeds advertised within the service plan purchased by the Customer throughout most of the Customer's daily use. RISE BROADBAND reserves the right to interrupt those speeds if necessary for equipment upgrades and network maintenance, and will do its best to inform the Customer of any such interruptions ahead of time.

RISE BROADBAND shall have the unrestricted right to engage subcontractors in rendering Services under this Agreement.

RISE BROADBAND is also responsible for providing and maintaining a number of e-mail accounts for the customer as specified in the chosen service plan.

Customers are responsible for upholding the non-transferability and account security of their service. The customer is entirely responsible for any actions, damages, or costs incurred via their account, regardless of who is using that account.

Customer's relationship with RISE BROADBAND is that of an independent contractor. Customer is not an agent of RISE BROADBAND, and Customer has no authority to obligate RISE BROADBAND by contract or otherwise.

VIASAT EXEDE SERVICES

You acknowledge that you have received, read, understand and agree to be bound by all of the terms and conditions set forth on each of the pages of this Agreement and the ViaSat Acceptable Use Policy, as each of them may be updated from time to time. The ViaSat Exede Acceptable Use Policy is available at <http://www.exede.com/legal>.

Phone Service

As a condition of your use of Service, you warrant to RISE BROADBAND that You will use the Phone service in accordance to the [ActivePhone™ Terms and Conditions of Service](#).

Acceptable Use

As a condition of your use of Service, you warrant to RISE BROADBAND that You will use the service in accordance to the [Broadband Internet Acceptable Use Policy](#) of RISE BROADBAND.

The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S. Government. Customer agrees not to export, import or re-export, (including, without limitation by way of electronic transmission) any technology transmitted through RISE BROADBAND Services without first obtaining any required export license or governmental approval. Customer agrees it will not directly or indirectly export or re-export such technology to any of those countries listed from time-to-time in supplements to Part 770 to Title 15 of the Code of Federal Regulations in Country Groups Q, S, W, Y or Z. The parties acknowledge that the foregoing lists are subject to regulatory change from time to time and Customer agrees to update the lists as appropriate.

RISE BROADBAND will cooperate fully with legal authorities in the investigation of suspected crimes or service abuses. Customer agrees to indemnify and hold harmless RISE BROADBAND, its agents and representatives, from any and all claims, costs, losses, damages, liabilities and expenses, including reasonable attorneys' fees for any reason whatsoever, including without limitation, any harm, injury, loss

or damage incurred by RISE BROADBAND, or any other party, arising out of Customer's breach of this Lawful Use provision.

COPYRIGHT, TRADEMARK, UNAUTHORIZED USAGE OF DEVICE, FIRMWARE OR SOFTWARE

The Service and Device and any firmware or software used to provide the Service or provided to You in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our Websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our Websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants You the right or license to use any of our marks.

You have not been granted any license to use the firmware or software used to provide the Service or provided to You in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that We will not provide any passwords, codes or other information or assistance that would enable You to use the Device for any other purpose. We reserve the right to prohibit the use of any interface Device that We have not provided to You. You hereby represent and warrant that You possess all required rights, including software and/or firmware licenses, to use any interface Device that We have not provided to You. In addition, You shall indemnify and hold us harmless against any and all liability arising out of Your use of such interface Device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

You shall not change the electronic serial number or Equipment identifier of the Device or to perform a factory reset of the Device without our prior written consent. We reserve the right to terminate Your Service if We believe, in our sole and absolute discretion, that You have tampered with the Device. In the event of such termination, You will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

You shall notify us immediately, in writing or by calling our Customer support line, if the Device is stolen or if You become aware at any time that Your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When You call or write, You must provide Your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of Your Service and additional charges to You. Until such time as We receive notice of the theft, fraudulent use or unauthorized use, You will be liable for all use of the Service using a Device stolen from You and any and

all stolen, fraudulent or unauthorized use of the Service.

Security

You can best control the risks associated with security, and are therefore solely responsible for maintaining such security; RISE BROADBAND will not be responsible for any disruption of service, corrupted files or viruses which affect the user of the Service. It is your responsibility to safeguard your system, through appropriate means (e.g. using commercially available software) from theft, unauthorized use or system corruption. Any detriment caused to the network as a result of your failure to properly secure Your System may result in the immediate termination of Your Service.

Service Availability

Due to the nature of the Service technology, RISE BROADBAND reserves the right to deem the Service unavailable to You up to, including, and after the installation, RISE BROADBAND assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in Your geographical area, for any reason, even where such unavailability occurs after installation of the Service.

Performance Levels

Speed is a function of the traffic experienced upon the wider network architecture of the Internet itself. RISE BROADBAND does not guarantee the maximum Service performance (throughput speeds) levels but will make every reasonable effort to ensure the highest possible quality of service is always delivered. You understand that any content that You may access through the Service may be subject to "caching" at intermediate locations on the Internet.

RISE BROADBAND Equipment

RISE BROADBAND will provide you the authorized Wireless equipment for use with your Service. Only RISE BROADBAND Consumer Premises Equipment ("CPEs") are permitted and authorized to be connected to the Service. RISE BROADBAND will own the equipment installed at the Customer location, and will monitor and upgrade said equipment as RISE BROADBAND determines to be necessary and appropriate.

Your Equipment

It is Your responsibility to ensure that Your computer system meets the current minimum system requirements stated by RISE BROADBAND as being necessary to use the Service. From time to time, the computer equipment required to access and use the Service may change. Accordingly, Your computer equipment may cease to be adequate to access the Service. In such event, Your sole remedy will be to upgrade your computer equipment or terminate this Service Agreement. Lesser equipment may perform adequately, but RISE BROADBAND cannot ensure acceptable System use.

(i) Windows System Desktop or Laptop Microsoft Windows NT 4.0/2000/XP/VISTA Pentium Processor 400 MHz, or equivalent 32 MB of memory (RAM) 75 MB of free hard drive space 256 colors at 800x600

<p>resolution Ethernet card (NIC)</p> <p>CD-ROM drive</p> <p>(ii) Macintosh System MAC OS 8.0 and Open Transport 2.6 installed 32 MB of memory (RAM) 75 MB of free hard drive space 256 colors at 800x600 resolution Ethernet card (NIC) CD-ROM drive</p> <p>IP Addresses</p> <p>Internet Protocol ("IP") addresses are not portable and are not assigned for independent administration or distribution. Customer understands that IP assignments are not guaranteed, and may be modified as required by RISE BROADBAND and/or the American Registry for Internet Numbers (ARIN).</p> <p>Throughput Volume</p> <p>Each account has a standard quota for disk space and data transfer Throughput Volume usage. At RISE BROADBAND's discretion additional quota may be added to your account for a recurring fee, based on RISE BROADBAND's then-current rates. Usage above Your quota limits will result in additional charges as described in the then-current RISE BROADBAND pricelist.</p> <p>Term / Cancellation Policy</p> <p>If Customer chooses to cancel the Service at any point after the order is placed, but before the Service has been activated, Customer will not be invoiced, will not be charged a processing fee. If Customer wishes to cancel the Service before Service has been activated, the customer is required to give RISE BROADBAND notice of his/her intent to cancel. This may be done through regular postal mail sent to RISE BROADBAND, 61 Inverness Drive East, Ste. 250, Englewood, CO 80112.</p> <p>Termination does not affect your obligations under this Agreement, including your obligation to pay all fees for Services rendered prior to termination and any termination, processing and administration fees incurred as a result of such termination. RISE BROADBAND accounts must be paid in full before a cancellation will be considered complete.</p> <p>In the event you upgrade Your RISE BROADBAND Service, You will be required to enter into a new Service Quote.</p> <p>If all Equipment provided by RISE BROADBAND is not returned within 30 days of cancellation of Service You agree to pay RISE BROADBAND the greater of \$300 or the current replacement cost of the Equipment provided. You authorize RISE BROADBAND and its agents to charge the Equipment replacement charge to the credit card on file with RISE BROADBAND. If RISE BROADBAND is unable to obtain a charge authorization for the full amount due, You agree to provide alternative payment in the form of a money order, cashier's check, or other certified bank check within 10 days of notification of the amount due. You bear all risk of loss of, theft of, casualty to or damage to the Equipment; from the time it is shipped to You until the time (if any) when it is returned to us in accordance with this Agreement.</p> <p>Upon the termination of Your Service, We may, in our sole and absolute discretion, release to Your new Service provider the telephone number that You ported (transferred or moved over) to us from Your</p>	<p>previous Service provider and used in connection with Your Service if, such new Service provider is able to accept such number. Your account has been properly terminated. Your account is completely current, including payment for all charges and applicable termination fees, and You request the transfer upon terminating Your account.</p> <p>If Customer chooses a Service that requires a minimum term commitment, and Service is terminated prior to the end of the contract term, Customer will pay a \$250 Early Termination Fee or the remaining portion of the contract, whichever is less.</p> <p>Termination and Suspension</p> <p>Inappropriate use or abuse of our services by Customers, as determined in the sole discretion of RISE BROADBAND, may result in account suspension, termination, and/or legal action. Inappropriate use or abuse of our services by others can be traced, documented, reported to appropriate authorities and may be prosecuted to the fullest extent of the law.</p> <p>RISE BROADBAND may terminate your account immediately if it determines, in its sole discretion, that You have violated any of the provisions of the Agreement. RISE BROADBAND reserves the right to unilaterally terminate or suspend an account at any time, without providing a reason. In the event of termination, account holders are still responsible to pay any fees that are still owed to Us. The balance of any prepaid fees, after deducting all applicable charges and fees, will be refunded to the account holder on a pro-rated basis. Any penalties for criminal action will be deducted from amounts owed before refunds are provided.</p> <p>Further, Service may be terminated by you or RISE BROADBAND for any reason effective at the end of a calendar month by providing written notice to the other party at least thirty (30) days prior to the requested termination date.</p> <p>If Your Service is terminated, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs We incur to collect such amounts, including, without limitation, collection costs and attorney's fees.</p> <p>Payment and BillingFees</p> <p>Fees include, without limitation, set up fees, monthly service fees, and equipment fees and other applicable costs set forth in the Service Quote. RISE BROADBAND will invoice fees for Services and any equipment in advance. You agree to pay all federal, state or local taxes arising under this Agreement. During the first thirty (30) days of service, if the customer is having issues with the phone service and/or internet service and we cannot fix it, and the customer decides to cancel service, we will refund all monies paid to us (including installation cost). If you deem it necessary to re-terminate the circuit (move to new location) you will be responsible for additional RISE BROADBAND, Inc fees. RISE BROADBAND is not responsible for Service disruptions caused by re-termination. The recurring charge payable by Customer for the Services is as stated on a separate Service Quote. Other fees:</p>
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Charges for Directory Assistance calls (411) are \$0.99 each. Reactivation fee is \$30 minimum. Non-returned ATA fee is \$70.00 plus applicable taxes. Non-returned Internet equipment fee is \$300.00.

Payment Method and Timing

Accounts may be paid by electronic bank draft, money order, check or on-line credit card. Your RISE BROADBAND account will be considered delinquent if your payment is rejected for any reason. Accounts with returned electronic bank drafts or checks are subject to a \$25.00 processing fee per incident.

Payment terms: Payment shall be due 10 days after invoice date considered late if not received within 20 days of the invoice date. Payment is in advance of service delivery for that month.

Late Fees

Late fees are established to recover the costs of dealing with late payment situations. Late fees are in addition to all other fees, including, without limitation, return bank draft fees or checks provided for herein or in the Service Quote.

- 30 days late – The customer is subject to a late fee of \$8.50. The late fee charge is determined by the date payment is received in the RISE BROADBAND office.
- equipment

50 days late – The customer's service will be shut off. 60 days late – Customer's outstanding balance will be sent to collections. 75 days – RISE BROADBAND will call customer to inform them that we are going to come out to remove our

If the customer pays before the equipment is actually removed, there will be an additional reconnect fee of \$25 and automatic payment set-up will be required. If the customer pays after the equipment is removed, and desires to continue with RISE BROADBAND's service, customer will be charged a regular initial installation fee.

Moving / Reconnection Fee

Customer will not remove the Equipment from the Premises, modify the Equipment in any way, or connect the Equipment to any outlet other than the outlet to which the Equipment was initially connected to by the RISE BROADBAND installer. For such charges as RISE BROADBAND may determine, RISE BROADBAND may relocate the Equipment for Customer within the Premises at the Customer's request. If the Customer moves during the term of this Agreement and would like to relocate the Service, Customer must place a relocation request with RISE BROADBAND. This request must contain the requested date of service termination, plus the address and phone number of the new location, and, the prospective move-in date, and the requested transfer of Service date. Upon receipt of a request from Customer, RISE BROADBAND will suspend all monthly fees from the requested termination date until service relocation is completed. The maximum suspension will be thirty (30) days. Upon transfer of Customer's account, Customer agrees to continue to comply with all terms and conditions of this Agreement and the Service Quote. Billing cycle and service term will recommence upon activation of

RISE BROADBAND Service at the new location. If RISE BROADBAND and its agents are unable to provide Service to Customer's new location, this Agreement shall terminate and applicable Early Termination fees shall be applied. If RISE BROADBAND has not yet received sufficient information from Customer to process the relocation order thirty (30) days after service termination, this Agreement is considered to be terminated by Customer, and Early Termination fees will apply.

Installation

RISE BROADBAND will provide installation services at the Customer premises at an agreed-upon price.

Access to Customer's Premises

Customer authorizes RISE BROADBAND, and its employees, agents, contractors, and authorized representatives to enter Customer's premises (the "Premises") in order to install, maintain, inspect, repair and remove the Equipment and/or Services. If Customer is not the owner of the Premises, upon request, Customer will supply RISE BROADBAND with the owner's name and address, evidence that the Customer is authorized to grant access to the Premises on the owner's behalf, and (if requested by RISE BROADBAND) written consent from the owner of the Premises. This Agreement is contingent upon RISE BROADBAND's obtaining a right of entry onto the Premises.

Fee Changes

Customer acknowledges and agrees that RISE BROADBAND has the right to change its Service fees and to add new fees at any time, upon notice to Customer.

Customer Charges

Customer acknowledges that Customer may incur Customer-initiated charges while using the Services. For example, charges may be incurred as a result of Customer accessing certain information, or purchasing or subscribing to certain offerings, via the Internet. Customer agrees that all such charges, including all applicable fees and taxes, shall be paid by Customer and are not the responsibility of RISE BROADBAND.

Acceptance

The Customer agrees to all Terms of Service set out in this Agreement. Customer represents and warrants to RISE BROADBAND that Customer is of lawful age to enter into this Agreement and that (i) the Customer has the full right, power and authority to enter into this Agreement and to perform the acts required of Customer hereunder; (ii) the execution of this Agreement by Customer, and the performance by Customer of its obligations and duties hereunder, do not and will not violate any agreement to which Customer is a party or by which it is otherwise bound; and (iii) when accepted by such Customer, this Agreement will constitute the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

By providing RISE BROADBAND with your telephone number, cell phone number(s), or email address, you give your consent for RISE BROADBAND, or any of RISE BROADBAND's agents (including

collection agents), to contact you at these numbers or email address, or any other phone number or email address that is later acquired for you, and, to leave live or pre-recorded messages, text messages, or emails to the extent that such are necessary to enforce any part of this agreement. For greater efficiency, calls may be delivered by an auto-dialer.

By using and accepting Service from RISE BROADBAND, Customer agrees to be legally bound by all of the Terms and Conditions of this Agreement and associated documents, the same as if Customer had signed this Agreement. These terms and conditions supersede all other written and oral communications or agreements with regard to the subject matter. Any waiver, modification or variation of these Terms and Conditions shall only be effective if in writing and/or in the form of a business contract signed by an authorized officer of RISE BROADBAND.

Authorization

As part of the installation process, modifications to the inside wiring in your house may be required, and you hereby consent to such modifications.

Customer Complaint Resolution

We are working to provide the best service possible and welcome your ideas on how we can improve the quality of our service. You can communicate your views to us by calling 844-411-RISE (7473).

Warranty/Limitation of Liability/Disclaimer of Liability

YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES AND PRODUCTS TO ACHIEVE YOUR INTENDED PURPOSE. THE SERVICES AND ANY EQUIPMENT AND SOFTWARE PROVIDED TO YOU BY RISE BROADBAND ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. RISE BROADBAND DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES OR PRODUCTS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES AND PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER RISE BROADBAND NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF RISE BROADBAND OR ITS SERVICE PROVIDERS OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY RISE BROADBAND OR RISE BROADBAND AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED

WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, WHICH VARY FROM STATE TO STATE.

LIMITED WARRANTY

RISE BROADBAND WARRANTS THAT IT WILL USE REASONABLE EFFORTS TO RENDER SERVICES PURSUANT TO THIS AGREEMENT IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH TIMELINES ESTABLISHED HEREIN. ANY CLAIM FOR BREACH OF THE FOREGOING WARRANTY MUST BE BROUGHT WITHIN SIXTY (60) DAYS AFTER CUSTOMER'S ACTUAL DISCOVERY OF ANY DEFECT AND PRIOR TO THE EXPIRATION OF SIX (6) MONTHS FROM THE DATE THE APPLICABLE SERVICES WERE RENDERED. RISE BROADBAND WILL HAVE NO LIABILITY FOR ANY CLAIM MADE AFTER SUCH TIME. RISE BROADBAND DOES NOT WARRANT, HOWEVER, THAT YOUR USE OF ANY SERVICES WILL BE UNINTERRUPTED OR THAT THE OPERATION OF THE SERVICES WILL BE ERROR-FREE OR SECURE. RISE BROADBAND'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CASE OF BREACH OF THIS WARRANTY SHALL BE, AT RISE BROADBAND'S SOLE OPTION, EITHER RETURN OF ALL OR A PORTION OF THE SERVICE FEES PAID FOR THE CURRENT MONTH OF SERVICE, OR REPLACEMENT OR REPAIR OF CONNECTION SERVICES OR PRODUCTS. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY RISE BROADBAND. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO LIMITATIONS MAY NOT APPLY TO YOU. IF ANY UNAUTHORIZED MODIFICATIONS ARE MADE TO THE EQUIPMENT OR SERVICES BY YOU DURING THE WARRANTY PERIOD, IF THE SERVICES OR PRODUCTS ARE SUBJECT TO ABUSE, ACCIDENT, IMPROPER USE, OR IF YOU BREACH THE TERMS OF THIS AGREEMENT, THEN THIS WARRANTY SHALL IMMEDIATELY BE TERMINATED.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT RISE BROADBAND WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, WORK STOPPAGE, TITLE, OR ANY OTHER DAMAGE OR LOSSES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF OR RELATED TO THE AGREEMENT OR YOUR USE OF OR INABILITY TO USE RISE BROADBAND SERVICES, EVEN IF YOU ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL RISE BROADBAND BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE CAUSED BY RELIANCE ON DATA OR INFORMATION AVAILABLE FROM OR ON RISE BROADBAND SERVICES AND SYSTEMS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

WE WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; EQUIPMENT, NETWORK OR FACILITY FAILURE; EQUIPMENT, NETWORK OR FACILITY UPGRADE OR MODIFICATION; FORCE MAJOR EVENTS SUCH AS (BUT NOT LIMITED TO) ACTS OF GOD, ACTS OF NATURE, STRIKES, FIRE, WAR, RIOT, ACTS OF TERRORISM AND GOVERNMENT ACTIONS; EQUIPMENT, NETWORK OR FACILITY SHORTAGE; EQUIPMENT OR FACILITY RELOCATION; SERVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OUTAGE OF, OR BLOCKING OF PORTS BY, YOUR ISP OR BROADBAND SERVICE PROVIDER OR OTHER IMPEDIMENT TO USAGE OF THE SERVICE CAUSED BY ANY THIRD PARTY; ANY ACT OR OMISSION BY YOU OR ANY PERSON USING THE SERVICE OR DEVICE PROVIDED TO YOU; OR ANY OTHER CAUSE THAT IS BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, A FAILURE OF OR DEFECT IN ANY DEVICE, THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS (INCLUDING, WITHOUT LIMITATION, 911 DIALING) TO BE CONNECTED OR COMPLETED, OR FORWARDED. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.

OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMERS REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS PLUS CUSTOMERS.

IN NO EVENT SHALL RISE BROADBAND'S AGGREGATE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE INCIDENT GIVING RISE TO A CLAIM. NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS MAY NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY, AND RISE BROADBAND LIMITS ITS LIABILITY IN SUCH JURISDICTIONS ONLY TO THE DEGREE ALLOWED BY APPLICABLE LAWS.

RISE BROADBAND, ITS EMPLOYEES, AGENTS, SUPPLIERS, VENDORS AND DISTRIBUTORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY, ACCURACY, OR VALIDITY OF THE DATA AND/OR INFORMATION AVAILABLE ON ITS SYSTEMS, OR

RESIDING ON OR PASSING THROUGH ITS NETWORKS, OR THAT RISE BROADBAND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. USE OF INFORMATION OBTAINED FROM OR THROUGH RISE BROADBAND IS AT YOUR OWN RISK, EXCEPT FOR THE PAYMENT OF FEES DUE BY CUSTOMER HEREUNDER. NEITHER PARTY WILL BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE UNDER THE AGREEMENT WHICH MIGHT BE DUE, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ANY CONTINGENCY, DELAY, FAILURE, OR CAUSE OF ANY NATURE BEYOND THE REASONABLE CONTROL OF SUCH PARTY, INCLUDING WITHOUT LIMITATION ACTS OF NATURE, COURT OR GOVERNMENT.

IN NO EVENT WILL RISE BROADBAND, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR INDEPENDENT BACKUP OF ANY DATA FILES RESIDING ON RISE BROADBAND COMPUTERS OR NETWORKS. RISE BROADBAND RESERVES THE RIGHT TO REMOVE/DELETE ANY PERSONAL FILES AFTER AN ACCOUNT IS TERMINATED OR ASSOCIATED WITH PROHIBITED ACTIVITIES.

BY RECEIVING RISE BROADBAND SERVICES YOU EXPRESSLY AGREE THAT THE USE OF THE EQUIPMENT AND SOFTWARE IS AT YOUR SOLE RISK. WITH RESPECT TO THE EQUIPMENT AND SOFTWARE PROVIDED BY RISE BROADBAND, SUCH EQUIPMENT AND SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. RISE BROADBAND IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE INSTALLATION OR USE OF THE EQUIPMENT OR SOFTWARE.

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

You will be liable for any and all liability that may arise out of the content transmitted by You or to any person, whether authorized or unauthorized, using Your Service or Device (each such person, a "User"). You shall assume that Your and Your User's use of the Service and content comply at all times with all

applicable laws, regulations and written and electronic instructions for use. We reserve the right to terminate or suspend Your Services and remove Your or Your Users' content from the Service, if We determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to You or others. Our action or inaction under this Section will not constitute any review or approval of Your or Users' use or content.

The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

Indemnity

You agree to defend, indemnify and hold RISE BROADBAND its officers, directors, agents and employees harmless from any claims, losses and damages, including attorney's fees, resulting from your violation of any of the provisions of this Agreement or Your placement or transmission of any materials or content onto RISE BROADBAND servers or through its network, or from any and all use of Your account, with or without your knowledge or consent, or from all claims, damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) related to any action taken by RISE BROADBAND as part of Our investigation of a suspected violation of this Agreement or as a result of its conclusion that a violation of this Agreement has occurred, or to Your use of or inability to use RISE BROADBAND Services, equipment, bundled software, Internet or VoIP, including, without limitation, 911 dialing.

Transferability and Assignment

You shall not sell, transfer or assign this Agreement. Customer's account and right to use RISE BROADBAND Services and system are not transferable without RISE BROADBAND's prior written consent. Customer agrees to protect its password and account and to keep them secure from unauthorized users and use, and to be solely responsible for the protection and security of Customer's password and account information.

Nature of Information

The Customer has been advised and acknowledges that the Internet may contain information, materials, and language that may be deemed adult in nature and inappropriate or offensive. The Customer is responsible for all information received, transmitted, and/or stored by the Customer and the Customer releases RISE BROADBAND from and agrees to indemnify RISE BROADBAND its officers, directors, agents and employees against any and all claims, losses or expenses relating to such information, materials and language. This indemnification shall survive any termination of this Agreement.

Notices

Notification of either party to this Agreement shall be effective upon receipt, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by a telefax, email, or a nationally recognized overnight delivery service, to the

address of RISE BROADBAND set forth above or to the address of Customer set forth on RISE BROADBAND's records or such other address provided for such purposes.

Proprietary Rights

RISE BROADBAND grants Customer a non-exclusive, non-transferable license to use the products and Services provided hereunder. Title and property rights, including all intellectual property rights to such products and Services, is and shall remain with RISE BROADBAND, whether or not they are embedded in any product. Customer recognizes that the products and Services used hereunder constitute valuable trade secrets of RISE BROADBAND. The Customer shall use their best efforts to protect and keep confidential any and all products and services used by Customer and shall not attempt to copy, examine, in any way alter, or reengineer, reverse engineer, tamper with, or otherwise misuse such products and services.

Jurisdiction/Venue/Choice of Law

You agree that exclusive jurisdiction for any claim or dispute with RISE BROADBAND or relating in any way to Your account or Your use of the Services resides in the courts of Colorado and that this Agreement shall be governed by Colorado law. You expressly consent to the exercise of personal jurisdiction in the courts of Colorado in connection with any such dispute. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement or compel performance thereof, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

Amendments

RISE BROADBAND may modify this Service Agreement from time to time, and your continued use of the Service following notice of such modification shall be deemed to be your acceptance of such modification. If You do not agree to any modification of this Service Agreement, You must immediately stop using the Service and notify RISE BROADBAND of Your desire to cancel the Service.

Information

You hereby acknowledge that RISE BROADBAND and its affiliates may retain and use any information, comments or ideas conveyed by You relating to the Service (including any products and services made available on the Service). This information may be used to provide You with better service. RISE BROADBAND may open and maintain a Customer file.

Entire Agreement

This Service Agreement, including the Service Quote and any and all other documents and RISE BROADBAND policies referenced herein, constitutes the entire agreement between RISE BROADBAND and you pertaining to the subject matter hereof. RISE BROADBAND's failure to insist upon or enforce strict performance of any provision of this Service Agreement shall not be construed as a waiver of any provision or right.

In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealed judgment that any provision of these Terms and Conditions (or part thereof) is void, invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Service Agreement will remain in full force and effect.

BY YOUR USE AND ACCEPTANCE OF THE SERVICE, YOU ARE INDICATING THAT YOU ARE OF LEGAL AGE AND HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT PRESENTED.

Footer

5A-Service Availability, p. 4
5B-Exede, p. 2

Open Internet Statement and Policy - Rise Broadband



Open Internet Statement.

RISE BROADBAND provides Internet access services to nearly 200,000 residential and commercial customers across 16 states. The purpose of this disclosure is to provide information regarding the network management practices, the performance characteristics, and the commercial terms of our broadband Internet services to enable you to make informed choices regarding the purchase and use of our services, in accordance with the open Internet policies and rules of the Federal Communications Commission. This document is intended to be informational and does not replace or alter the legal terms and conditions of our service, which are found at our [Policies and Agreements](#) page, including, but not limited to RISE BROADBAND'S "[Acceptable Use Policy](#)".

Network Management Practices.

RISE BROADBAND does not block any lawful content, applications, services, or your use of non-harmful devices, or discriminate in transmitting lawful network traffic except as reasonably necessary to manage our network effectively for the benefit of our subscribers as described below. All lawful Internet use is handled identically. RISE BROADBAND does not slow, throttle or shape one type of use over another. RISE BROADBAND reserves the right, in accordance with applicable law, to employ reasonable network practices to prevent certain harmful or illegal activity.

Congestion Management.

RISE BROADBAND is committed to providing the best online experience possible for all of its subscribers. In order to ensure the best experience, in certain circumstances, managing the network is required. RISE BROADBAND Network Management techniques are tailored to ensure that under congested network conditions, all subscribers receive their fair share of the service.

Network Management is only activated when congestion is detected on the network. In regular intervals, network equipment is polled to identify what devices may be experiencing congestion. When a specific device is determined congested, the subscribers serviced from that/those network device(s) are analyzed and then managed based on plan and usage thresholds until the congestion has been alleviated, as described more fully below. Subscribers will still be able to do what they want online, in many cases activities may be unaffected, in other cases, subscribers may see reduced speed in downloads or uploads. No specific type of usage activity or subscriber aggregate monthly usage is targeted by these techniques. It is important to note that network management is temporary and based on dynamic network conditions.

The chart below outlines how subscribers will be affected in the event of congestion. Based on usage and service plan, all subscribers impacted by network congestion will be managed. For example, once network congestion is identified on specific equipment serving specific subscribers network management will be activated. A 15 mbps subscriber serviced from this "equipment" will be un-managed until daily aggregate usage exceeds 500 MB at which point the account will be reduced to 7 mbps down and 2 mbps up. In the event that 6 GB is exceeded then the speed on the account would be further reduced to 4 mbps down and 1.5 mbps up until the congestion was alleviated at which point the subscriber would return to normal and unmanaged access.

Customer Usage Network Management

Service Plan	Congestion Tier I			Congestion Tier II			Congestion Max		
	Down	Up	Tier	Down	Up	Tier	Down	Up	Tier
2 Mbps	2 Mbps	1 Mbps	100 MB	1.5 Mbps	1 Mbps	2 GB	1 Mbps	512 kbps	Unlimited
5 Mbps	5 Mbps	1 Mbps	100 MB	2.5 Mbps	1 Mbps	2 GB	1.5 Mbps	512 kbps	Unlimited
10 Mbps	10 Mbps	2 Mbps	250 MB	5 Mbps	1.5 Mbps	4 GB	2.5 Mbps	1 Mbps	Unlimited
15 Mbps	15 Mbps	3 Mbps	500 MB	7 Mbps	2 Mbps	6 GB	2 Mbps	1.5 Mbps	Unlimited

RISE BROADBAND also deploys "fair queuing" as a Network Management tool when congestion is present in the network. This is done by equally splitting available bandwidth across all active subscribers regardless of usage or service plan.

The Network Management practices described in this section are part of the "standard" RISE BROADBAND Network architecture. RISE BROADBAND acquires other broadband Internet networks on a regular basis and implements these practices as quickly as possible.

Application-Specific Behavior.

RISE BROADBAND provides full access to all lawful content, services and applications that are available on the Internet. We do not block or favor the usage of certain applications or classes of applications. However, the usage of applications that continue execution on the system upon Customer logout or result in excessive use of network resources may contribute to congestion activating Network Management as described above.

Device Attachment Rules.

Subscribers may connect to the service with any lawful, non-harmful equipment of their choice. Subscriber equipment (typically a computer or home router) connects via Ethernet Cable to the RISE BROADBAND managed Customer Premise Equipment (CPE). The CPE receives the Internet wirelessly from a location near the subscriber rooftop.

Network Security.

RISE BROADBAND uses a number of tools and techniques to protect its network and subscribers from malicious and unwanted Internet traffic such as preventing the distribution of viruses or other harmful code and preventing the delivery of spam to subscriber email accounts. Because the nature of external threats to the network is constantly evolving, RISE BROADBAND network security practices necessarily

are dynamic and regularly changing. In general, these security practices should not have any effect on our subscribers' use of their network connections.

Performance Characteristics.

Service Description.

RISE BROADBAND'S Internet services are provided over the RISE BROADBAND fixed broadband wireless network system. We are committed to providing our Internet services as an open platform for innovation, investment, job creation, economic growth, competition, and free expression.

Network Speeds.

RISE BROADBAND offers a range of download speeds to residential subscribers varying from 1.5 mbps to 15 mbps (megabits per second). The network is designed to support these speeds to help ensure that every subscriber receives the speeds to which they have subscribed. RISE BROADBAND however cannot guarantee speeds at all times, as there are many factors and conditions beyond RISE BROADBAND's control that can affect Internet performance. Some of these external factors and conditions are:

- a. Performance of subscriber computer and/or router
- b. Type of connection to RISE BROADBAND Customer Premise Equipment (i.e. WIFI)
- c. Congestion of web sites and services on Internet
- d. Web site or service limiting speeds on the Internet
- e. Internet performance outside of the RISE BROADBAND Network

RISE BROADBAND Internet packages are advertised as "up to" certain speeds reflecting performance under ideal conditions. Without purchasing an expensive "dedicated" Internet connection, no Internet Service Provider can guarantee package speeds at all times.

RISE BROADBAND provides a [Speed Test](#) for its subscribers to use. While the test results on this site provide information regarding service speeds, they are not definitive as they are highly dependent on equipment and configuration found in the home network. Additional information regarding subscriber experience across RISE BROADBAND Internet Plans can be found at our [FAQ](#) page. This page displays mean subscriber speeds and latency information by Internet plan. Subscriber speed tests are collected from the RISE BROADBAND Speed Test servers identified above. These results are calculated by averaging all subscriber speed tests and latency, by plan, at peak periods of usage. Peak periods of usage are defined as 7:00 pm to 11:00 pm on weeknights.

Commercial Terms.

Pricing and Other Fees.

RISE BROADBAND has multiple levels of Internet service available. Additional fees, such as an equipment rental fee, installation charges, usage metering, a carrier cost recovery fee and other

applicable taxes may apply. For information on current pricing and promotions for a specific area, please visit our [High-Speed Internet](#) page. The pricing and terms of our Internet services are subject to change and the information provided in this statement does not supersede or modify any of the terms and conditions of service as applicable to a particular customer.

Usage Metering.

RISE BROADBAND subscriptions include a specific amount of monthly Internet usage (up and down transfer). If usage exceeds the threshold, additional charges will apply. Charges will be based on usage (up and down transfer) in 10 GB (Gigabytes) increments. 10 GB increments will be billed after the first bit of usage over the subscription threshold. Additional 10 GB increments will be billed as usage dictates.

Subscribers will be notified when they have hit certain usage thresholds. Email notification will be sent to the subscriber at the following events:

- a. 75% of subscription usage has been consumed
- b. 95% of subscription usage has been consumed
- c. Every time a new 10 GB increment has been purchased

In addition to email notification, subscribers can also track their usage online at their [My Account](#) page.

The Internet Subscription Plans below are subject to metered usage at the transfer threshold and 10 GB cost increments specified:

Usage Metering		
Service Plan	Per Month Transfer	Cost of 10 GB Increment
5 Mbps	150 GB	\$3.50
10 Mbps	200 GB	\$3.50
15 Mbps	250 GB	\$3.50
20 Mbps	250 GB	\$3.50

Internet Privacy Policies.

RISE BROADBAND values the privacy of our Internet subscribers and follows procedures to ensure that information we collect is reasonably protected. Additional details concerning the types of information RISE BROADBAND collects, how the information is used and your privacy rights can be found in RISE BROADBAND'S ["Privacy Policy"](#).

Questions / Complaint Process.

Questions and concerns regarding RISE BROADBAND Service or Network Management can be directed to 844-411-RISE (7473).

Rev. 3/29/2016

Columbine Telephone Company, Inc. 472295 Exchanges: Irwin, Wayan, Alta, Leigh Canyon, Driggs, Victor, Tetonía									
Competitive Coverage Challenge: Digis/Rise Broadband Overlap Census Blocks									
Census Block				Technology					
				Consumer		download		upload	
				ID		140048 JAB Wireless, Inc.		JAB Wirele:	
160819601002186.00	20235445	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601002187.00	20235444	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601002188.00	20235443	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601002189.00	20235442	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601002190.00	20235441	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601002191.00	20235440	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601002192.00	20235439	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601002193.00	20235438	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601002194.00	20235437	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601002195.00	20235436	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601002196.00	20235435	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601002201.00	20235432	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601002203.00	20235430	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003189.00	20235409	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003191.00	20235407	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003192.00	20235406	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003193.00	20235405	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003194.00	20235404	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003195.00	20235403	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003196.00	20235402	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003197.00	20235401	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003198.00	20235400	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003199.00	20235399	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003200.00	20235398	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003202.00	20235396	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003203.00	20235395	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003204.00	20235394	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003205.00	20235393	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003206.00	20235392	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003210.00	20235388	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003211.00	20235387	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003215.00	20235383	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003216.00	20235382	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003217.00	20235381	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003218.00	20235380	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003219.00	20235379	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003220.00	20235378	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003222.00	20235376	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003223.00	20235375	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003224.00	20235374	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003225.00	20235373	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003226.00	20235372	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003227.00	20235371	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70
160819601003228.00	20235370	16634	13795273	Digis	Digis	JAB Wirele:	140048 JAB Wireless, Inc.	ID	70

Columbine Telephone Company, Inc. 472295 Exchanges: Irwin, Wayan, Alta, Leigh Canyon, Driggs, Victor, Tetonía											
Competitive Coverage Challenge: Digis/Rise Broadband Overlap Census Blocks											
Census Block				Technology							
				Consumer				Business			

Columbine Telephone Company, Inc. 472295 Exchanges: Irwin, Wayan, Alta, Leigh Canyon, Driggs, Victor, Teton

Competitive Coverage Challenge: Digi/Rise Broadband Overlap Census Blocks

Census Block					Technology				Business			
					ID	70	Consumer	download	upload	3	1	1000
160819601004418.00	20234834	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000
160819601004419.00	20234833	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000
160819601004420.00	20234832	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000
160819601004421.00	20234831	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000
160819601004422.00	20234830	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000
160819601004423.00	20234829	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000
160819601004424.00	20234828	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000
160819601004426.00	20234826	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000
160819601004428.00	20234824	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000
160819601004430.00	20234822	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000
160819601004431.00	20234821	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000
160819601004432.00	20234820	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000
160819601004433.00	20234819	16634	13795273	Digi LLC	Digi	JAB Wirele:	140048 JAB Wireless, Inc.	1	15	3	1	1000